

<i>SERFF Tracking Number:</i>	<i>AOIC-125361936</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Auto-Owners Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CAU-AR-99-11/19/2007-89748</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>Commercial Automobile</i>		
<i>Project Name/Number:</i>	<i>CAU/89748</i>		

Filing at a Glance

Companies: Auto-Owners Insurance Company, Owners Insurance Company

Product Name: Commercial Automobile

SERFF Tr Num: AOIC-125361936

State: Arkansas

TOI: 20.0 Commercial Auto

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 20.0001 Business Auto

Co Tr Num: CAU-AR-99-11/19/2007-89748

State Status: Fees verified and received

Filing Type: Form

Co Status: In Progress

Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding

Authors: Sue Holben, Claudia Stewart, Autumn Whitson

Disposition Date: 11/21/2007

Date Submitted: 11/20/2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New): 12/19/2007

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal): 12/19/2007

General Information

Project Name: CAU

Status of Filing in Domicile: Not Filed

Project Number: 89748

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 11/21/2007

State Status Changed: 11/21/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

FORM FILING: 89748 (08-07) - Arkansas Uninsured Motorist Coverage

Form Attaches To:

Automobile Coverage Form

Use: Provides Uninsured Motorist Liability Coverage.

Revisions to the form include:

Added 1.B. definition of Rental Company under the Definitions section; Added (1)(a) and (b) and (2) under 2.A. of the Coverage section; added two paragraphs under 5.B. of the Other Uninsured Motorist Coverage

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section. Also added "including but not limited to loss of consortium".

Submitted for your approval is the above-referenced form. We desire to use this form with policies effective on or after December 19, 2007. Forms are submitted in final printed copy.

If you have any questions, please feel free to contact one of the following:

Manager:

KAREN TABOR, CPCU, AU, AIS, MANAGER
 COMMERCIAL AUTOMOBILE UNDERWRITING
 TABOR.KAREN@AOINS.COM (emails without attachments)
 commlinesund@aoins.net (emails with attachments)
 (517) 323-1421

Underwriter:

LYNN BOOMSMA
 BOOMSMA.LYNN@AOINS.COM
 (517) 323-1444

Company and Contact

Filing Contact Information

Karen Tabor, Manager	tabor.karen@aoins.com
PO Box 30660	(800) 346-0346 [Phone]
Lansing, MI 48909-8160	(517) 391-1903[FAX]

Filing Company Information

Auto-Owners Insurance Company	CoCode: 18988	State of Domicile: Michigan
P.O. Box 30660	Group Code: 280	Company Type: PC
Lansing, MI 48909-8160	Group Name: Auto-Owners Ins Group	State ID Number:
(800) 346-0346 ext. [Phone]	FEIN Number: 38-0315280	

Owners Insurance Company	CoCode: 32700	State of Domicile: Ohio
P.O. Box 30660	Group Code: 280	Company Type: PC
Lansing, MI 48909-8160	Group Name: Auto-Owners Ins Group	State ID Number:
(800) 346-0346 ext. [Phone]	FEIN Number: 34-1172650	

<i>SERFF Tracking Number:</i>	<i>AOIC-125361936</i>	<i>State:</i>	<i>Arkansas</i>
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Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50.00 per line of business
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Auto-Owners Insurance Company	\$50.00	11/20/2007	16731671
Owners Insurance Company	\$0.00	11/20/2007	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/21/2007	11/21/2007

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Disposition

Disposition Date: 11/21/2007
Effective Date (New): 12/19/2007
Effective Date (Renewal): 12/19/2007
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Uninsured Motorist Coverage	Approved	Yes

SERFF Tracking Number:	AOIC-125361936	State:	Arkansas
First Filing Company:	Auto-Owners Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	CAU-AR-99-11/19/2007-89748		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0001 Business Auto
Product Name:	Commercial Automobile		
Project Name/Number:	CAU/89748		

Form Schedule

Review	Form Name	Form #	Edition	Form Type	Action	Action Specific	Readability	Attachment
Status			Date			Data		
Approved	Uninsured Motorist Coverage	89748	08-07	Endorseme nt/Amendm ent/Condi tions	Replaced	Replaced Form #:42.40 89748 (12-05) Previous Filing #:		89748 (08-07).pdf

Arkansas
UNINSURED MOTORIST COVERAGE
Automobile Policy

It is agreed:

1. DEFINITIONS

The following definitions apply in addition to those contained in **SECTION I - DEFINITIONS** of the policy.

- a. **Occupying** means being in or on an **automobile** as a passenger or operator, or being engaged in the immediate acts of entering, boarding or alighting from an **automobile**.
- b. **Rental company** means any person or entity in the business of providing primarily **private passenger automobiles** to the public under a rental agreement for a period not to exceed 90 days.
- c. **Uninsured automobile** means an **automobile**:
 - (1) to which no **bodily injury** liability bond or liability insurance policy applies:
 - (a) at the time of the **occurrence**; and
 - (b) in at least the minimum amounts required by the Financial Responsibility Law in the state where **your automobile** is normally garaged.
 - (2) insured by a company that is or becomes insolvent.
 - (3) insured by a company that has issued a successful written denial of coverage.
 - (4) that is a hit and run **automobile**. By this **we** mean an **automobile**:
 - (a) that causes **bodily injury** by actual direct physical contact with the injured person or the **automobile** the injured person is **occupying**; and
 - (b) whose owner or operator is unknown.

An **occurrence** involving a hit and run **automobile** must be reported to the police within 24 hours of when it takes place.

Uninsured automobile does not include an **automobile**:

- (1) owned or leased by, furnished to or available for regular use of **you** or anyone living with **you**.
- (2) owned or operated by a self-insurer under any **automobile** law.
- (3) owned by any governmental unit or agency.
- (4) located for use as a residence or premises.

(5) that is designed for use primarily off public roads except while actually on public roads.

(6) that is an underinsured **automobile**. Underinsured **automobile** means an **automobile** to which a **bodily injury** liability bond or liability insurance policy applies at the time of the **occurrence** in at least the minimum amounts required by the Financial Responsibility Law in the state where **your automobile** is normally garaged, however, the limits of liability provided are less than those stated in the Declarations for Underinsured Motorist Coverage.

2. COVERAGE

a. We will pay compensatory damages, including but not limited to loss of consortium, to any person who is legally entitled to recover from the owner or operator of an **uninsured automobile** because of **bodily injury** sustained by an injured person while **occupying** an **automobile** that is covered by **SECTION II - LIABILITY COVERAGE** of the policy, including:

(1) any other **automobile** that is loaned by a duly licensed **automobile** dealer and used as:

(a) a demonstrator **automobile**; or

(b) as a temporary substitute **automobile**, with or without compensation, while **your automobile** is out of use because of breakdown, repair, or servicing.

(2) an **automobile** rented or leased from a rental company.

b. If the first named insured in the Declarations is an individual, this coverage is extended as follows:

(1) We will pay compensatory damages, including but not limited to loss of consortium, **you** are legally entitled to recover from the owner or operator of an **uninsured automobile** because of **bodily injury** **you** sustain:

(a) when **you** are not **occupying** an **automobile** that is covered by **SECTION II - LIABILITY COVERAGE** of the policy; or

(b) when **occupying** an **automobile** **you** do not own which is not covered by **SECTION II - LIABILITY COVERAGE** of the policy.

(2) The coverage extended by 2.b.(1) immediately above is also extended to a **relative** who does not own an **automobile**.

c. The **bodily injury** must be accidental and arise out of the ownership, maintenance or use of the **uninsured automobile**.

d. Whether an injured person is legally entitled to recover damages and the amount of the damages shall be determined by agreement between the injured person and **us**. We will not be bound by any judgments for damages obtained or settlements made without **our** written consent.

3. EXCLUSIONS

Uninsured Motorist Coverage does not apply:

a. to punitive or exemplary damages which means those damages imposed to punish a wrongdoer and to deter others from similar conduct.

- b. to any person injured while **occupying** or injured by any **automobile** which is owned or leased by such person injured if such **automobile**:
 - (1) is designed primarily for use on public roads;
 - (2) is required to be registered and licensed prior to its use on public roads; and
 - (3) is not insured for Uninsured Motorist Coverage by the policy.
- c. to any person who settles the **bodily injury** claim without **our** written consent.
- d. to directly or indirectly benefit an insurer or self-insurer under any workers compensation law or disability benefits law.

4. LIMIT OF LIABILITY

We will pay compensatory damages for **bodily injury** up to the Limit of Liability for Uninsured Motorist Coverage stated in the Declarations as follows.

- a. The limit stated for "each person" is the amount of coverage and the most **we** will pay for all compensatory damages, including but not limited to loss of consortium, because of or arising out of **bodily injury** to one person in any one **occurrence**. All claims resulting from or arising out of such **bodily injury** shall collectively be subject to this limit and constitute a single claim.
- b. The limit stated for "each occurrence" is the total amount of coverage and the most **we** will pay, subject to 4.a. above, for all compensatory damages, including but not limited to loss of consortium, because of or arising out of **bodily injury** to two or more persons in any one **occurrence**. All claims resulting from or arising out of such **bodily injury** shall collectively be subject to this limit and constitute a single claim.
- c. The Limit of Liability is not increased because of the number of:
 - (1) **automobiles** shown or premiums charged in the Declarations;
 - (2) claims made or **suits** brought;
 - (3) persons injured;
 - (4) **automobiles** involved in the **occurrence**; or
 - (5) persons to which this coverage applies.
- d. When Uninsured Motorist Coverage applies to two or more **automobiles**, the limit of liability stated for each such **automobile**:
 - (1) shall not be stacked in any manner to provide higher limits of liability than would apply if this coverage applied to only one **automobile**.
 - (2) may not be added to the limits for the same or similar coverage in any manner to provide higher limits of liability than would apply if this coverage applied to only one **automobile**.
- e. The amount **we** pay will not duplicate by any amounts paid or payable for the same **bodily injury**:
 - (1) under **SECTION II - LIABILITY COVERAGE** of the policy;

- (2) under any Underinsured Motorist Coverage, if provided by the policy;
- (3) under any Automobile Medical Payments Coverage, if provided by the policy;
- (4) under any Personal Injury Protection benefits, if provided by the policy; or
- (5) by or on behalf of any person or organization who may be legally responsible for the **bodily injury**.

5. OTHER UNINSURED MOTORIST COVERAGE

If there is other Uninsured Motorist Coverage which applies, we will pay our share of the damages. Our share will be the ratio of our limit of liability to the total of all limits which apply. Total damages payable for one occurrence shall be considered not to exceed the limit of liability of the applicable policy that has the highest limit of liability.

The coverage extended to **automobiles** not owned by:

- a. the first named insured; or
- b. if the first named insured is an individual, his or her spouse, if a resident of the same household

other than an **automobile** loaned, with or without compensation, by a duly licensed **automobile** dealer for use as a demonstrator **automobile** or as a temporary substitute **automobile** for an **automobile** covered by **SECTION II - LIABILITY COVERAGE** of this policy while such **automobile** is out of use because of its breakdown, repair or servicing; or an **automobile** rented or leased from a **rental company**, will be excess over any other coverage available to the injured person.

This coverage shall be primary with respect to an **automobile** loaned, with or without compensation, by a duly licensed **automobile** dealer for use as a demonstrator **automobile** or as a temporary substitute **automobile** for an **automobile** covered by **SECTION II - LIABILITY COVERAGE** of this policy while such **automobile** is out of use because of its breakdown, repair or servicing; or an **automobile** rented or leased from a **rental company**.

6. CONDITIONS

The following condition applies to this coverage in addition to those contained in **SECTION VI - GENERAL CONDITIONS** of the policy.

TIME LIMITATION FOR ACTIONS AGAINST US

Any person seeking Uninsured Motorist Coverage must make a claim and bring **suit** for compensatory damages in accordance with the terms and conditions of the policy. Such claim must be made and **suit** must be brought:

- (a) within five years after the **occurrence**; or
- (b) within one year after the liability insurer for the owner or operator of the **automobile** liable to the injured person has become the subject of insolvency proceedings in any state

whichever is later and provided that the person making the claim has not prejudiced our subrogation rights.

All other policy terms and conditions apply.

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<i>Company Tracking Number:</i>	<i>CAU-AR-99-11/19/2007-89748</i>		
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<i>Product Name:</i>	<i>Commercial Automobile</i>		
<i>Project Name/Number:</i>	<i>CAU/89748</i>		

Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	11/21/2007
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Comments:

Attachment:

89748 transmittal CAU.pdf

Property & Casualty Transmittal Document (Revised 1/1/07)

1. Reserved for Insurance Dept. Use Only**2. Insurance Department Use Only**

a. Date the filing is received:

b. Analyst:

c. Disposition:

d. Date of disposition of the filing:

e. Effective date of filing:

New Business

Renewal Business

f. State Filing #:

g. SERFF Filing #:

h. Subject Codes

3. Group Name**Group NAIC #**

AUTO-OWNERS INSURANCE GROUP COMPANY

280

4. Company Name(s)**Domicile****NAIC #****FEIN #**

AUTO-OWNERS INSURANCE COMPANY

Michigan

280-18988

38-0315280

OWNERS INSURANCE COMPANY

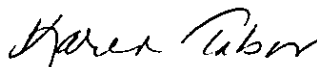
Ohio

280-32700

34-1172650

5. Company Tracking Number**Contact Info for Filer(s) or Corporate Officer(s) [include toll-free number]**

6. Name and address	Telephone #s	FAX #	E-mail
Karen Tabor, CPCU, AU, AIS, Manager P.O. Box 30660 Lansing, MI 48909-8160	(517) 323-1421 800-346-0346 Ext. 1421	(517) 391-1903	TABOR.KAREN@AOINS.COM

7. Signature of authorized filer**8. Please print name of authorized filer**

Karen Tabor, CPCU, AU, AIS

Filing Information (see general instructions for descriptions of these fields)

9. Type of Insurance (TOI)	20.0000 Commercial Auto
10. Sub-Type of Insurance (Sub-TOI)	20.0001 Business Auto
11. State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12. Company Program Title (Marketing Title)	Commercial Automobile
13. Filing Type	FORM
14. Effective Date(s) Requested	December 19, 2007
15. Reference Filing?	No
16. Reference Organization (if applicable)	
17. Reference Organization #	
18. Company's Date of Filing	November 19, 2007
19. Status of filing in domicile	Michigan- Exempt

Property and Casualty Transmittal Document-

20.	This filing transmittal is part of Company Tracking #
21.	Filing Description [This area should be similar to the body of a cover letter and is free-form text] FORM FILING: 89748 (08-07) - Arkansas Uninsured Motorist Coverage Form Attaches To: Automobile Coverage Form Use: Provides Uninsured Motorist Liability Coverage. Revisions to the form include: Added 1.B. definition of Rental Company under the Definitions section; Added (1)(a) and (b) and (2) under 2.A. of the Coverage section; added two paragraphs under 5.B. of the Other Uninsured Motorist Coverage section. Also added "including but not limited to loss of consortium". Submitted for your approval is the above-referenced form. We desire to use this form with policies effective on or after December 19, 2007. Forms are submitted in final printed copy. If you have any questions, please feel free to contact one of the following: Manager: KAREN TABOR, CPCU, AU, AIS, MANAGER COMMERCIAL AUTOMOBILE UNDERWRITING TABOR.KAREN@AOINS.COM (emails without attachments) commmlinesund@aoins.net (emails with attachments) (517) 323-1421 Underwriter: LYNN BOOMSMA BOOMSMA.LYNN@AOINS.COM (517) 323-1444

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below] Check #: Amount: Calculation: Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.
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***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

Ed. 01/05

This form must be provided ONLY when making a filing that includes forms

(Do NOT refer to the body of the filing for the forms listing.)

This page applies to the following state(s) **Arkansas**

1.	This filing transmittal is part of Company Tracking #	
2.	This filing corresponds to rate/rule filing number	

3.	Form Name/ Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous State Filing Number, if required by state
01	Arkansas Uninsured Motorist Coverage	89748 (08-07)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	89748 (12-05)	
02			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
03			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
04			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
05			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
06			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
07			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
08			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
09			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

To be complete, a form filing must include the following:

1. A completed Form Filing Schedule Document (PC FFS-1) (Do not refer to the body of the filing for the forms listing.) and,
2. A completed Property and Casualty Transmittal Document (PC TD-1), and
3. One copy of each form to be reviewed for the reviewer's records, and
4. One copy of any other components/exhibits submitted with the filing, and
5. The appropriate state Review Requirements, if required, and
6. The appropriate filing fees, if required, and
7. A postage-paid, self-addressed envelope large enough to accommodate the return.
8. You should refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)